

EXHIBIT B

**DOTCOM VENTURES, L.P.
(FORMERLY ASCII VENTURES, L.P.)
AMENDED & RESTATED
AGREEMENT OF LIMITED PARTNERSHIP**

This Amended and Restated Limited Partnership Agreement of **DOTCOM VENTURES, L.P.** (formerly **ASCII VENTURES, L.P.**) (the "Partnership"), is entered into as of the 1st day of April, 1999, by **AV MANAGEMENT, LLC**, a California limited liability company (the "General Partner") and each of the parties designated as limited partners on the signature page attached hereto (the "Limited Partners"). The primary purpose of this Amended and Restated Limited Partnership Agreement is to reflect certain changes required in connection with the admission of new Limited Partners and withdrawals of certain former Limited Partners as set forth in that certain Assignment, Assumption and Amendment Agreement of even date herewith by and between the Partnership, the General Partner, ASCII of America, Inc., CSK Venture Capital Co. Ltd. and various other parties (the "AAA Agreement"). Accordingly, the Partnership's Agreement of Limited Partnership originally executed on or about September 3, 1997, as amended from time to time thereafter, is hereby amended and restated in its entirety as follows:

1. DEFINITIONS.

Unless the context requires otherwise, the following terms have the meanings specified in this paragraph:

1.1 Accounting Period. An Accounting Period shall be (i) a calendar year if there are no changes in the Partners' respective interests in the profits or losses of the Partnership during such calendar year except on the first day thereof, or (ii) any other period beginning on the first day of a calendar year, or any other day during a calendar year upon which occurs a change in such respective interests, and ending on the last day of a calendar year, or on the day preceding an earlier day upon which any change in such respective interest shall occur.

1.2 The Act. The California Revised Limited Partnership Act, as amended from time to time.

1.3 Affiliate. An affiliate of, or a party affiliated with, a specified party, including a party that directly, or indirectly through one or more intermediaries, controls, or is controlled by or is under common control with, the party specified.

1.4 Book Value. The Book Value with respect to any asset shall be the asset's adjusted basis for federal income tax purposes, except as provided below:

(a) The initial Book Value of any asset contributed by a Partner to the Partnership shall be the fair market value of such asset at the time of contribution, as determined by the General Partner.

IN WITNESS WHEREOF, the parties hereto have executed this **AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP** for DOTCOM Ventures, L.P., a California limited partnership, in several counterparts, each of which shall be deemed an original, as of the day and year first above written.

GENERAL PARTNER:

AV MANAGEMENT, LLC

By: _____
Sada Chidambaram, Manager

By: _____
Stephen Hyndman, Manager

LIMITED PARTNERS:

DONALD K. EMERY

Print Name

By: Donald K. Emery

Title: _____

DOTCOM VENTURES, L.P.
AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP
SIGNATURE PAGE

EXHIBIT C



U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, D.C. 20416
Receiver for PROSPERO VENTURES, L.P.
666 Eleventh Street, N.W. - Suite 200
Washington, D.C. 20001-4542
Telephone (202) 272-3617 FAX (202) 504-2247; 272-7701

November 10, 2004

Mr. Donald K. Emery
1046 Main St. - Suite 12
Osterville, MA 02655

RE: *USA v. PROSPERO VENTURES, L.P.*, Case No. C 04 - 4351,
US DC, Northern District of California, San Francisco Division

Dear Mr. Donald K. Emery:

The purpose of this letter is to notify you as a limited partner of PROSPERO VENTURES, L.P. ("Prospero") (f/k/a Dotcom Ventures, L.P., f/k/a ASCII Ventures, L.P.) that the U.S. SMALL BUSINESS ADMINISTRATION ("SBA") has been appointed as the RECEIVER ("Receiver") of Prospero. A copy of the **Order Granting Receivership and Permanent Injunctive Relief** entered October 20, 2004 in Case No. C 04 - 4351 (the "Receivership Order") by the United States District Court for the Northern District of California, San Francisco Division (the "Receivership Court"), is enclosed for your review and should be retained in your files. The SBA was appointed Receiver of Prospero based on Prospero's consent (Paragraph 12, Receivership Order). This letter notice is in compliance with Paragraph 4 of the Receivership Order. The second enclosure is a copy of the letter by the SBA appointing the undersigned as the Principal Agent for the SBA as the Court-appointed Receiver of Prospero.

In accordance with the Receivership Order, the Receiver has taken over the control of the assets and operations of Prospero. The Receiver is mandated to administer, marshal, and liquidate Prospero's assets, and to pursue and preserve all of its claims, to satisfy its creditors therefrom in the order of priority as determined by the Receivership Court (Paragraphs 1 and 2, Receivership Order). The Receiver is empowered by the Court with all of the powers and authorities previously possessed by the general partner, officers, directors, managers, investment advisors, and agents of Prospero, all of whom have been dismissed by the terms of paragraph 2 of the Receivership Order. The Receiver is proceeding to marshal and liquidate the portfolio assets of Prospero in an orderly manner to realize the maximum recovery.

The Receiver will file with the Receivership Court periodic Reports on the status of the liquidation of the Prospero Receivership portfolio assets. The Receivership Court will enter its Order establishing a Claims Bar Date pursuant to which all those persons and/or

LP Notice

November 10, 2004

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entities having claims against Prospero, the Prospero Receivership Estate, or the assets of Prospero in the possession of the Receiver, must file their claims with the Receiver. The Receiver will report the claims to the Court and will file its recommendations for the disposition of the claims. An actual Notice of the Claims Bar Date will be served on you.

Paragraph 3 of the Receivership Order directs that any person, including the general partner, limited partners, management company, and former officers and directors, having control, custody or possession of any assets or property of Prospero immediately turn such property over to the Receiver. This letter also serves as the Receiver's demand that you remit to the Receiver any property of Prospero which you have in your possession or control.

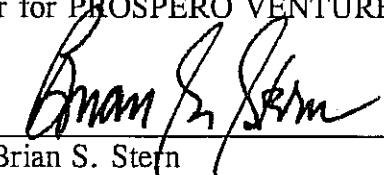
The mailing address of the Receiver for the return of any property of Prospero, and for any other correspondence to the Receiver, is the following:

**Brian S. Stern, Principal Agent
SBA, Receiver for Prospero Ventures, L.P.
666 Eleventh St., N.W. - Suite 200
Washington, DC 2001-4542**

Should you have any questions or wish to discuss any of these matters, please write to the foregoing address or feel free to call me at (202) 272-3604.

Sincerely,
U.S. SMALL BUSINESS ADMINISTRATION
Receiver for PROSPERO VENTURES, L.P.

By:



Brian S. Stern
Principal Agent for the Receiver
Direct Tel: (202) 272-3604

Enclosure

cc: A. A. Speight, SBA O/L
A. P. Messinger, Esq., SBA OGC

EXHIBIT D



U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, D.C. 20416
Receiver for PROSPERO VENTURES, L.P.
666 Eleventh Street, N.W. - Suite 200
Washington, D.C. 20001-4542
Telephone (202) 272-3617 FAX (202) 504-2247; 272-7701

CERTIFIED MAIL NO. 7001 2510 0003 2422 4681
RETURN RECEIPT REQUESTED

February 9, 2005 (RESENT MARCH 10, 2005)

Mr. Donald K. Emery
51 Putnam Avenue
Cotuit, MA 02635

RE: *USA v. PROSPERO VENTURES, L.P.*, Case No. C 04 - 4351,
US DC, Northern District of California, San Francisco Division

Dear Mr. Donald K. Emery:

The Receiver has previously notified you that PROSPERO VENTURES, L.P. ("Prospero") was ordered into Receivership by the Order of the U. S. District Court for the Northern District of California (the "Receivership Court") entered October 20, 2004 (the "Receivership Order") in the captioned case, and that the U. S. Small Business Administration ("SBA") was appointed as the Receiver ("Receiver"). Paragraph 2 of the Receivership Order grants to the Receiver "... all powers, authorities, rights, and privileges heretofore possessed by the general partner, officers, directors, managers . . . of Prospero under applicable state and federal law and by the Agreement of Limited Partnership . . ." Another copy of the Receivership Order is enclosed.

In accordance with the Prospero (f/k/a ASCII Ventures, L. P.) Agreement of Limited Partnership, you committed to invest a total of \$1,871,287 in Prospero. Enclosed is a copy of the Investor Questionnaire Signature Page which you executed on March 31, 1999. The records maintained by the prior management of Prospero, which have been provided to the Receiver, indicate that your capital commitment is unfunded in the amount of \$935,644.

The Receiver hereby makes demand on you for payment of the sum of \$935,644 in satisfaction of your unfunded capital commitment. You are required to forward payment in the full amount to the Receiver not later than June 17, 2005. Payment must be in the form of a bank cashier's check payable to

SBA, Receiver for Prospero Ventures, L.P.

SBA IS AN EQUAL OPPORTUNITY EMPLOYER AND PROVIDER

Mr. Donald K. Emery
May 9, 2005
Page 2

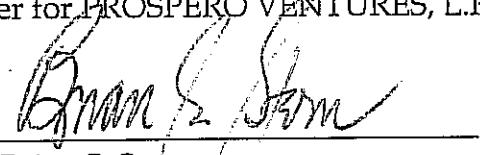
which should be mailed to the Receiver at the following address:

Brian S. Stern, Principal Agent
SBA, Receiver for Prospero Ventures, L.P.
666 Eleventh St., N.W. - Suite 200
Washington, DC 20001-4542.

Your failure to make timely payment in full of your unfunded capital commitment will compel the Receiver to pursue all of its legal rights and remedies available.

Should you have any questions or wish to discuss this matter, feel free to write to the undersigned at the above address or call me directly at (202) 272-3604.

Sincerely,
U.S. SMALL BUSINESS ADMINISTRATION
Receiver for PROSPERO VENTURES, L.P.

By: 

Brian S. Stern
Principal Agent for the Receiver
Direct Tel: (202) 272-3604

Enclosure

cc: A. A. Speight, SBA O/L
A. P. Messinger, Esq., SBA OGC

emery d2

DOTCOM VENTURES, L.P. (FORMERLY ASCII VENTURES, L.P.)
INVESTOR QUESTIONNAIRE SIGNATURE PAGE

The representations and warranties set forth herein, including the information set forth on this signature page, are true and accurate as of the date hereof and shall be true and accurate as of the date of sale of the interest and shall survive such date. If in any respect such representations and warranties shall not be true and accurate prior to sale of the interest, the undersigned shall give immediate notice of such fact to the General Partner, specifying which representations and warranties are not true and accurate and the reasons therefor.

LEGAL NAME OF INVESTOR DONALD K. EMERY

Type of Investor Please check the applicable box:

Individual Trust
 Corporation Other _____
 Partnership

The undersigned is either (i) an "employee benefit plan" as defined in §3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") (including any plan that is exempt from Title I of ERISA pursuant to §4(b) of ERISA), (ii) a plan described in IRC §4975(e)(1) (including an individual retirement account or annuity), or (iii) any entity the underlying assets of which are deemed to include "plan assets" under ERISA.

Yes, the undersigned is one of the above
 No, the undersigned is not any of the above

Name and Address of
primary contact person:DONALD K. EMERY% ILT INC.
159 MAIN ST.
WEST DENNIS, MA 02670

Telephone Number:

508-264-1467

Fax Number:

508-394-9461Other persons who should receive
Partnership correspondence:

Please specify your Tax I.D. Number or
check the appropriate box:

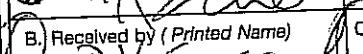
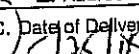
Tax ID No. REDACTED
 Exempt under IRC §401(a)
 Exempt under IRS §501(c)(3)

Total Capital Commitment: \$ 750,000.00(SEVEN HUNDRED FIFTY
THOUSAND DOLLARS)By: Donald K. Emery
Signature

Title: _____

Date: MARCH 31, 1999

U.S. Postal Service CERTIFIED MAIL RECEIPT <i>(Domestic Mail Only, No Insurance Coverage Provided)</i>		
4681 2224 0003 2422 0000 2510 7001	OFFICIAL USE	
	Postage	\$
Return Receipt Fee (Endorsement Required)		Postmark Here
Restricted Delivery Fee (Endorsement Required)		
Total Postage & F		
Mr. Donald K. Emery 51 Putnam Avenue Cotuit, MA 02635		
Sent To Street, Apt. No.; or PO Box No. City, State, ZIP+4		

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature  <input checked="" type="checkbox"/> Mr. Emery</p> <p>B. Received by (Printed Name)  D. K. Emery</p> <p>C. Date of Delivery </p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p>Mr. Donald K. Emery 51 Putnam Avenue Cotuit, MA 02635</p>			
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>			

2. Article Number
(Transfer from service label)

3001 3510 0003 2426 4681

PS Form 3811, August 2001

Domestic Return Receipt

102E05-01-M-0381